

FanDuel Meet & Greet Promotion

TERMS & CONDITIONS

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND PARTICIPANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

1. Description of Promotion

Welcome to the FanDuel Meet and Greet promotion (the “**Promotion**”) where the first Two Hundred (200) eligible participants that are registered and physically present at the event at the Eligible Retail Location (as defined below), place a \$50 combat sport wager on any mixed martial arts or boxing market and register their wager, will have earned the entry to a meet and greet with MMA legend Jon Jones (“**MMA Meet & Greet**”).

The Promotion is sponsored by Betfair Interactive US, LLC (“**FanDuel**” or the “**Sponsor**”), located at 6701 Center Drive West, Suite 1000, Los Angeles, CA 90045. The terms “**you**” or “**your**” mean the person to whom a Prize/Grand Prize (as defined below) is issued to upon satisfaction of the terms and conditions set forth in this Promotion. Redemption of the Promotion is expressly conditioned upon acceptance of and compliance with all of these Promotion “**Terms and Conditions**”. Promotion participants may be required to sign paperwork issued by the Sponsor.

2. Promotion Period

The Promotion will begin on 12:00 AM ET July 7th 2023 and end at 9:30 PM ET July 29th 2023 (the “**Promotion Period**” and each a “**Promotion Day**”).

The MMA Meet & Greet will take place on July 29th, 2023, starting at 8pm ET.

3. Eligibility

The Promotion is only open to individuals who are at least 21 years of age and are physically present in the FanDuel Sportsbook at Motor City Casino Hotel, 2901 Grand River Ave, Detroit, MI 48201 (the “**Eligible Retail Location**”) during the Promotion Period. Employees, officers and directors of the Sponsor, its parent companies, and each of their respective affiliates, subsidiaries, cable/satellite affiliates, advertising and promotion agencies, retailers, distributors, and each of such employees’, officers’ and directors’ immediate family members and/or those living in the same household (whether legally related or not) of each are not eligible to participate in the Promotion or receive a Prize (as defined below). Individuals who have entered any self-limited or government agency self-exclusion program or have been otherwise excluded from casinos by a government agency, Sponsor or one of its affiliates or gaming license partners and persons on a Disassociated Patrons, Self-Limit, Involuntary Exclusion, Voluntary Exclusion or Self Exclusion List in jurisdictions which Sponsor or its affiliates or gaming license partners operate are not eligible to participate in the Promotion or receive a Prize (as defined below).

4. Action Required

To qualify for the Promotion, on a given Promotion Day you must enter the Eligible Retail Location, place a \$50+ combat sport wager (the “**Eligible Wager**”) and be one of the first Two Hundred (200) participants to register and be physically present at the event. To register your Eligible Wager with a Sportsbook Team Member via the registration page found at (fanduel.com/mmaevents)_(the “**Promotion Requirements**”). Only your first wager will be deemed your Eligible Wager for purposes of this Promotion.

5. Claiming Promotion Offer

Upon successfully fulfilling the Promotion Requirements, eligible participants will be invited to participate in the MMA Meet & Greet with Jon Jones on July 29th 2023 (the “**Promotion Bonus**”).

ALL BONUSES ARE AWARDED AS IS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW (OR MAY LIMIT) DISCLAIMERS OF CERTAIN WARRANTIES, IN WHICH CASE THE FOREGOING DISCLAIMERS WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

6. Registration Procedures

To qualify for the Promotion, eligible individuals must place a \$50+ combat sport (the “Eligible Wager”), register your Eligible Wager with a Sportsbook Team Member or self-register via the registration page found at (fanduel.com/mmaevents) (the “**Promotion Requirements**”) and be one of the first registered Two Hundred (200) participants present for the Meet and Greet with Jon Jones. Only your first wager will be deemed your Eligible Wager for purpose of this Promotion.

7. Limitations on Participation

In addition to the eligibility requirements in Section 3, FanDuel reserves the right to refuse or otherwise restrict your eligibility to participate in any Promotion for any reason, in its sole discretion, including based on your wagering patterns or wagering history or if you failed to take advantage of any previous Promotion in good faith. This Promotion is void where prohibited by law. Limit of one (1) Promotion Bonus per person across all Promotion Days. Only the first Two Hundred (200) individuals to fulfill the Promotion Requirements are eligible to earn a Promotion Bonus.

Participants entering the Promotion concurrently with wording, depiction or images that Sponsor considers, in its sole discretion, to be vulgar, profane, offensive or otherwise inappropriate shall not be eligible for the Promotion.

8. Wagering Requirements

See Section 4.

9. Order of Funds Used for Wagering

N/A.

10. Eligible Game

Any available combat sport/boxing market available during the Promotion Period is eligible to earn a Promotion Bonus.

11. Restrictions on Withdrawal

N/A.

12. Cancellation

Should you wish to cancel your participation in this Promotion at any time, please contact customer support at <https://support.fanduel.com/s/>. Upon cancellation, you may withdraw any funds you have deposited into your account without restriction. However, any eligible Promotion Bonus will be voided.

13. Gambling Problem

If you or someone you know has a gambling problem, help is available. Call 1-800-GAMBLER.

14. Additional Terms

Publicity: I further agree that if I am selected as a winner of this Promotion, I will speak with any media personnel at Sponsor's request and will participate in a specified number of other hours of any Sponsor-related marketing activities (at Sponsor's discretion), such as participating in marketing photo shoots or interviews with the media. I agree that Sponsor and its service providers may record, photograph, film and/or use my name, any biographical information, image, likeness, photo, and voice for advertising, publicity, and promotional purposes without additional notice or compensation. I grant Sponsorship ownership of any copyright or other rights I may have in the foregoing. I waive any right that I may have to inspect or approve the finished product or products and the advertising copy or other matter that may be used in connection with the foregoing or my name or the use to which they may be applied. I release and discharge Sponsor, its affiliates, its service providers, and assigns from any liability in connection with their use of my name and/or likeness, including without limitation any claims for libel or violation of any right of publicity or privacy., I acknowledge and agree that in the event I violate or do not abide by these Terms and Conditions, I will no longer be eligible to win this Promotion and Sponsor shall have the right in its sole discretion to select a different winning recipient.

Administration: The Sponsor expressly reserves the right to amend, suspend or terminate this Promotion at any time without prior notice or consent. Administration of this Promotion is at the sole discretion of the Sponsor. Sponsor reserves the right to restrict at any time any person from participating in this Promotion for any reason. Any questions relating to eligibility, these Terms and Conditions or any other questions concerning this Promotion will be resolved at the sole discretion of the Sponsor and its decisions will be final and binding with respect thereto. No groups, clubs, corporations, companies, partnerships, or organizations may participate in this Promotion or reproduce or distribute any portion of these Terms and Conditions to their members.

Release and Waiver of Liability: By redeeming this Promotion, participants agree to release, defend, indemnify and hold harmless the Sponsor, its affiliates, gaming license partners, advertising and promotion agencies, directors, officers, employees, representatives and agents from and against any and all liability claims or actions of any kind whatsoever (however named or described) for injuries, death, damages or losses to persons and property which may be sustained in connection with: (i) your participation in the Promotion; (ii) any delays in delivery or lack of availability of the Prize/Grand Prize, (iii) the receipt, use or misuse of the Prize/Grand Prize, or while preparing for, participating in, and/or traveling to any Promotion-related activity, including those damages caused by the Sponsor's own negligence; and (iv) compliance with any of FanDuel Sportsbook at Motor City Casino in Michigan or FanDuel Sportsbook's Terms of Service, Code of Conduct or similar terms and conditions. The Sponsor expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use or misuse of the Prize/Grand Prize. In consideration of the Prize/Grand Prize, each individual hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of such individual's name, photograph, likeness (including his/her voice), biographical information and statements concerning the Promotion, in any and all advertising, promotions and other publicity conducted by the Sponsor, its parents, subsidiaries and affiliates. Prize/Grand Prize recipients agree that their names, location, and/or photos and videos tagged may be used for marketing purposes. By participating in the Promotion, the Prize/Grand Prize recipients agree to refrain from any behavior or communication that would harm the image or reputation of Sponsor and its affiliates.

Without limiting the foregoing, in the event Sponsor is prevented from continuing with the Promotion as contemplated by any event beyond its control, including, without limitation, a force majeure, fire, flood, epidemic or other national health emergency, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared,) or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, public health crisis, or other cause not reasonably within its control, then Sponsor shall also have

the right to modify, suspend, extend or terminate the Promotion. In the event that the Promotion is terminated, cancelled, or postponed for any reason whatsoever, the Prize/Grand Prize will be awarded to the extent required by law.

No Third-Party Sponsor: This Promotion is in no way sponsored, endorsed, or administered by, or in association with any person or other entity, including any third party, other than FanDuel. All questions regarding the Promotion must be directed to Sponsor. You agree as a condition of participating in the Promotion that you shall release any third party from any and all liability arising out of or relating to your participation in the Promotion, acceptance, use, or misuse of any Prize/Grand Prize.

Governing Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or the rights and obligations of participants and the Sponsor in connection with the Promotion will be governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

Dispute Resolution: You agree that any claim or dispute that has arisen or may arise relating in any way to or arising out of the Promotion, or these Terms will be resolved in accordance with the dispute resolution provisions set forth in the "Binding arbitration and class action waiver" Section of the FanDuel Terms of Use (<https://www.fanduel.com/terms>). This Section of the FanDuel Terms of Use requires you to resolve disputes by binding arbitration and you agree to waive the ability to bring claims in a class action format.

LIMITATION OF LIABILITY: TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SPONSOR SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, ECONOMIC, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY, DIRECTLY OR INDIRECTLY, TO REDEMPTION OF THE PROMOTION, EVEN IF FORESEEABLE OR EVEN IF THE SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Miscellaneous: No waiver of any of the provisions of these Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions hereof, nor shall waiver constitute a continuing waiver unless otherwise expressly provided. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.

For any legally required winners' list, send a self-addressed stamped envelope to Sponsor at Attn: Legal Department at 300 Park Ave., New York, NY 10022. All such requests must be received within three (3) months after the end of the Promotion.